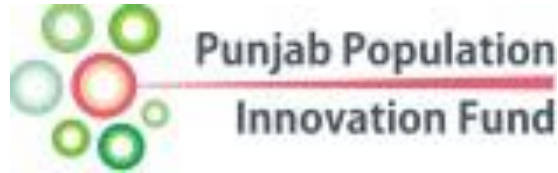


PUNJAB POPULATION INNOVATION FUND

Tender Document

“SUPPLY OF DIESEL FUEL FOR 100 KVA GENERATOR”

October, 2022



Submission Date for Sealed Bids: 31st October, 2022 (11:00 am)

125-Abu Bakar Block, New Garden Town, Lahore -Pakistan

T: +92-42-99231190-92 |F: +92-42-99231123

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1- Invitation to bids

Punjab Population Innovation Fund (PPIF) is a section 42 Company set up under the Companies Ordinance 1984 by the Government of the Punjab. Sealed bids are invited from diesel suppliers (hereafter called as bidders) for the supply of diesel fuel. All interested and eligible bidders are requested to go through complete document and provide the required information and documents mentioned in this document.

2- Instruction to bidders

The selection of firms/companies will base on Least Cost Selection Method. PPIF will adopt single stage one envelope bidding procedure.

The bid shall be a single package consisting of one envelope, containing financial and the technical proposals. The envelopes shall be marked as “Proposal for Diesel Supply”. The bids shall be opened in the presence of the bidder who wish to attend bid opening meeting. The PPIF shall first check the eligibility of the bidder and the financial evaluation shall be carried out. The bids shall be evaluated in the manner prescribed in the Annex-B & heading-3 given in the document, without reference to the price and shall reject any proposal which does not conform to the specified requirements.

3- Conditions for eligibility

The successful bidder, fulfilling the following criteria, will be considered as eligible bidder for the bidding process of electrical appliances and general office diesel fuel supply;

- a) Affidavit on stamp paper, declaring the following clauses;
 - i. The organization has not been blacklisted by any government department, agency or any donor agency.
 - ii. That neither is the organization nor any of its employees or officers are engaged in any activity that amounts to breach of security or any activity inconsistent with Pakistan’s national interests, or contrary to Government Policy.
 - iii. That the organization is not involved in any money laundering, terrorist financing, weapon smuggling, anti-state activities or has or maintains links with proscribed individuals or organizations. (Original required)
- b) Minimum 3 years relevant experience. Documentary proof (copies of contract or work order by clients) should be furnished.
- c) GST/PSTN and Income Tax registration (Copy required)
- d) Regular tax payer (copies of tax returns of last three years required)
- e) Bidder has his own petrol pump or authorized dealer or agency of the distributor

4- Scope of Job

PPIF requires regular supply of diesel fuel for its 100 KVA generator. Fuel should be pure without any mixing. Any mixing in the fuel will lead to black listing of the supplier.

5- Terms of Reference

To provide Diesel fuel, successful bidder will agree on following terms of references:

- a) Bidder will share financial bids for the required Diesel fuel with minimum delivery time.
- b) The technical & inspection committee/team of PPIF will inspect and check the Diesel fuel

supplied at the time of the delivery.

- c) A penalty at the uniform rate of 2% of the value of the monthly supply on each day delay will be charged in case of delay
- d) PPIF reserves the right to call for supply of Diesel fuel as per the requirement.
- e) Income tax and 1/5th of GST (if applicable) will be deducted in accordance with the provisions of Government Rules amended time to time.
- f) In case of any dispute regarding quantity, quality of service and specification, the decision of the PPIF shall be final & binding.
- q) The payment for the Diesel fuel will be made on the successful delivery of Diesel fuel as per PPIF rules on post monthly basis.
- r) Delivery Location: Unless otherwise 'agreed', delivery of the material against this Order shall be made at Lahore Office i.e. 125, Abu Bakar Block, New Garden Town, Lahore.

6- Guidelines

- a) All documents and information received by PPIF from applicants will be treated in strictest confidence.
- b) Documents submitted to PPIF will not be returned.
- c) All expenses related to participation in this bidding document shall be borne by the applicants.
- d) Documents shall be submitted in hard copies in a sealed envelope marked as "Bid for supply of diesel.
- e) The closing date and time for receipt of bidding proposal is 31st October, 2022 (**11:00 am**).
- f) Sealed bids received thereafter will not be accepted.
- g) PPIF reserves the right to request submission of additional information from applicants in order to clarify/further understand aspects of technical proposal, if required.
- h) Questions about this technical proposal can be made only in writing: a letter or an e-mail and must be asked by or before COB 20th October, 2022. For any other related information please contact the undersigned.

Postal Address

Associate Procurement
Punjab Population Innovation Fund
125 Abu Bakar Block, New Garden Town, Lahore
E-mail: shoaib.manzoor@ppif.org.pk
T: +92-42-99231190-92, F: +92-42-99231123

7- Financial Evaluation

The financial evaluation of only eligible bidders will be carried out. Financial evaluation will be done on the basis of lowest offered bid price of Diesel fuel given in Financial Bid Form "annexure – C".

8- Declaration

Kindly provide the declaration as per format provided below at the end of proposal.

I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorised by the Governing body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

Name	
Designation	
Signature	
Date and Place	

9- Submission of Bids (Technical and Financial Proposal)

Complete bid containing technical and financial proposal; all required information and documentary evidences September be submitted before 11:00am on 31st October, 2022. Technical proposals will be publicly opened on the same day i.e. 31st October, 2022 at 11:30am in the presence of bidder's representatives who wish to attend it.

10- One Person One Bid

As per PPRA Rule 36(A)

- (1) In any procurement, one person may submit one bid and if one person submits more than one bids, the procuring agency shall reject all such bids.
- (2) If a consortium of persons has submitted a bid in any procurement, it shall be construed that each member of the consortium submitted the bid.

11- Type of Contract

Initially, PPIF will award a contact of one year to the lowest evaluated bidder which may be extended for further term/terms if mutually agreed by both parties (bidders and PPIF). Extension of contract will be on same terms & Conditions under Punjab Procurement Regulatory Authority rules 2014.

12- Bid Security

Bid security @ 2% of the estimated price (Rs. 18,000/-) will have to be attached along with bid. The estimated price of the procurement is Rs.900,000/-. It should be in the form of Pay Order / Bank Draft / CDR / Bank Guarantee from a scheduled bank in favor of Punjab Population Innovation Funds (PPIF). Bid security of unsuccessful bidders shall be refunded after signing of contract whereas the bid security of successful bidder shall be refunded on the submission of performance bond.

The bid security shall be forfeited if:

- a) The acceptance of award of contract is not received within two days of issuance of letter of acceptance.
- b) The offer is withdrawn, amended or revised.
- c) The bidder fails to execute the contract strictly in accordance with terms and conditions of tender document.

13- Performance Bond

Performance bond against contract period in the shape of schedule bank guarantee / pay order / demand draft for the satisfaction of Punjab Population Innovation Funds (PPIF) equivalent to 5% of the total contract price will have to be furnished within one week after the issuance of Letter of Acceptance. Guarantee will be returned after successful completion of the contract period.

Cover Letter for the Submission of Technical Proposal

[Firm letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guide lines]

Re: Technical Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein September lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

Important Note: The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PPIF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The bids should be submitted in sealed envelope clearly mentioned “**TECHNICAL AND FINANCIAL PROPOSALS FOR SUPPLY OF DIESEL FUEL**”

Annexures**Annex – A**

Organization Information			
S #	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organization		
3	National Tax Number		
	General/Punjab Sales Tax Number		
5	What is the legal status of your organisation? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	General Order Supplier	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Others (Please specify)	
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		
	Address of printing set up		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

Eligibility Response Checklist			
Sr. No.	Necessary Eligibility Information	Response/Elaboration	
1	Mention National Tax Number (NTN) and General/Punjab Tax Number (GST/PST) in the name of Organization and provide a copy of registration	National Tax Number (NTN)	
		General/Punjab Sales Tax Number (GST/PST)	
2	Has your firm ever blacklisted by any government authority or any bi-lateral/multi-lateral financial institution? (MUST attach an undertaking by your firm's authorised person with this document) Mentioned all clauses which are given in eligibility criteria		We solemnly declare that our organization or any member of consortium has never been suspended/debarred or blacklisted.
			Our organization has been blacklisted once or more than once.
3	Minimum 3 years' experience of providing Event management Services. Documentary proof (copies of contract or work order or contact details of clients) should be furnished.		Profile or evidence of letter head is Attached
			Not Attached
4	Bidder has his own petrol pump or authorized dealer or agency of the distributor		Attached distributor/dealership/agency certificate
5	Regular tax payer		Attached last three year tax returns

Financial Proposal

*Rate of 1 litre of Diesel Fuel as per OGRA Rates Rs.	Any additional charges or Carriage charges Rs.	Any discount offered by Bidder Rs.	Total Price of 1 litre Diesel fuel Rs.	Any additional service/offer by Bidder

* Rate of diesel will be changed as per OGRA notified rates whereas remaining cost/factors (Additional charges, carriage or discount) will remain same during the period of contract.

FORM OF CONTRACT

THIS CONTRACT FOR DIESEL OF PUNJAB POPULATION INNOVATION FUND (this “**Contract**”) is made in Lahore on this ----- (“**Effective Date**”)

BY AND BETWEEN

Punjab Population Innovation Fund, a company set up under section 42 of the Companies Ordinance, 1984 and having its Head office at 125 Abu Bakar Block, New Garden Town, Lahore through its Chief Executive Officer (hereinafter referred to as “**PPIF**”, which expression shall, where the context so permits, include its successors-in-interest and assigns) of the first part;

AND

----- is legally an independent and registered firm under the law as applicable in Pakistan, with its principal place of business located at -----.

PPIF and ----- may hereinafter be collectively referred to as the “**Parties**” and individually as “**Party**”.

WHEREAS

- (A) PPIF intends to get supply of Diesel in Lahore office.
- (B) Contractor desirous of providing the aforesaid services submitted its proposal/bid on 13th October, 2017 and which proposal/bid has been deemed successful for awarding of this Contract.
- (C) CONTRACTOR has represented that it possesses the requisite expertise, professional experience & qualification and required infrastructure to provide Diesel for PPIF envisaged by this Contract.
- (D) CONTRACTOR has agreed to offer and PPIF has agreed to procure the envisaged supply on the terms and conditions set out herein below.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations, warranties, conditions and undertakings contained herein, and intending to be legally bound, the Parties hereby agree and this Contract witnesses as follows:

SUPPLY OF DIESEL

1. CONTRACTOR hereby agrees to provide supply of Diesel detailed in **Annexure-A** to this Contract titled "Scope of Work" (hereinafter the "**Supply of Diesel**"), in accordance with this Contract.

OBLIGATIONS OF CONTRACTOR

2. The contractor will provide the required supply within same day or one day on the basis of issued purchase order by PPIF.
3. The price / rates should be as per OGRA without any service charges.
4. The bidding firm must response efficiently for delivering of any supply timely. (Maximum of three days after issuance of the purchase order).
5. The transportation, handling, installation, commissioning, any boarding/lodging and labour charges are to be borne by the vendor.
6. The vendor must provide 100% pure supply of fuel from authorized distributors.
7. In case of any dispute regarding quantity, quality, specification, route and location, the decision of PPIF shall be final & binding.
8. The PPIF has the right to inspect and test the supply mentioned in this agreement.
9. Failure to supply of supply within the stipulated time period after issuance of the purchase order will invoke penalty at the uniform rate of 2% of the value of purchase order issued.
10. If the CONTRACTOR fail to provide required supply even after five days of penalty period, the contract may be cancelled.
11. CONTRACTOR shall provide Diesel including related materials & equipment; and all related duties, incidental or necessary thereto, dutifully, in good faith and diligently in an efficient and timely manner as per the requirement of PPIF and applicable laws and rules of Govt. of the Punjab, and regulatory authorities, in accordance with this contract and professional standards of conduct.
12. CONTRACTOR shall not sub-contract any part of this Contract, or any portion of the Diesel assignment, without the approval of PPIF. In any event, CONTRACTOR shall be responsible to PPIF for the Diesel policy.
13. CONTRACTOR shall ensure that all supply and their delivery conform to the standards for the professional practices.

OBLIGATIONS OF PPIF

14. PPIF will raise the purchase order for supply of diesel when necessary, mentioning the quantity required.
15. PPIF shall have the primary responsibility for overseeing and approving the scope of work performed, or to be performed, by CONTRACTOR.
16. Punjab Population Innovation Fund reserves the right to cancel the contract at any time by sending a written intimation of thirty days.

17. PPIF acknowledges and agrees that CONTRACTOR will not make decisions on the part of PPIF's management, and that PPIF has the ultimate responsibility for all management decisions relating to the results of Diesel by CONTRACTOR.

EXPECTED OUTCOMES AND DELIVERABLES

CONTRACTOR shall deliver the Diesel as per current OGRA rates.

PAYMENT

18. In consideration of the satisfactory Supply of Diesel assignment by CONTRACTOR to PPIF, payment will be made after the submission of bills as per PPIF rule.
19. All payments made hereunder shall be made subject to applicable tax deductions.
20. Income tax and GST (if applicable) will be deducted in accordance with the provision of Government Rules amended time to time.
21. All payments shall be made through crossed cheque.

REPRESENTATIONS AND WARRANTIES

22. The parties represent and warrant to each other that each of the parties has and will have full power and authority to enter into and perform this Contract.
23. CONTRACTOR warrant that it possesses the necessary knowledge and experience to conduct Diesel assignment as per the highest standard of professionalism and shall exercise, and act with, due care, judgment and skill reasonably expected in the performance of services of the like nature in the prevailing professional environment.

EXPIRY, TERMINATION

24. This Contract shall come into force on the ----- . The duration of the contract is normally anticipated to run for a period of one year and may be extended for further periods on the same prices, terms and conditions by mutual agreement of both parties under PPRA Rules 2014.
25. PPIF will reserve the right to review the contract at the end of the term.

NOTICES

26. Except as otherwise expressly provided in this Contract, all notices or other communications to be given or made hereunder shall be in writing, shall be addressed for the attention of the persons indicated below, and shall either be delivered personally or sent by courier, registered or certified mail or facsimile. The addresses for services of the Parties and their respective facsimile number shall be:

If to PPIF:

Attention:

Address:

Telephone:

Facsimile:

Email:

If to CONTRACTOR:

Attention:

27. Any Party may by notice change the addresses and/or the address to which such notices and communications are to be delivered or mailed.

MISCELLANEOUS

28. **Governing Law.** This Contract and rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

29. **Liability/Limitations:** CONTRACTOR shall be responsible to maintain confidentiality of information, documents, and records in any form.

30. **Dispute Resolution:** Any dispute arising out of or in connection with this Contract shall (regardless of the nature of the dispute), in the first instance be attempted to be settled amicably by mutual discussions/consultations.

31. **Force Majeure:** The term "Force Majeure" shall be defined to include fires or other causalities or accidents, acts of God, shortages of supplies, severe weather conditions, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency.

A partner whose performance is prevented, restricted or interfered with by reason of a Force Majeure condition (other than obligations to pay due and owing to hereunder) shall be excused from such performance to the extent of such Force Majeure condition so long as such Partner provides the other Partner with prompt written notice describing the Force Majeure condition and immediately continues performance whenever and to the extent such causes are removed.

If, due to a Force Majeure condition, the scheduled time of delivery of performance is or will be delayed for more than thirty (30) days after the scheduled date, the partner not relying upon the Force Majeure condition may terminate, without liability to the other Partner, any purchase order or portion thereof covering the delayed Products.

32. **Relationship of the Parties:** This Contract shall not be interpreted or construed to create a relationship of master and servant or principal and agent, an association, joint venture, or partnership as between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other Party.

33. **Severability:** The invalidity or enforceability of any portion or Supply of this contract shall not affect the validity or enforceability of any other portion or Supply. Any invalid or unenforceable portion or Supply shall be deemed severed from this contract and the remaining portion shall be construed and enforced as if this contract did not contain such invalid or unenforceable portion or Supplies.

34. **Confidentiality:** Except as otherwise permitted by this Contract, neither of the parties to this contract may disclose to third parties the contents of this contract or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary.

35. **Successors:** This contract shall be binding upon and inure to the benefit of the parties and its successors, permitted assigns and legal representatives.

- 36. Amendments:** Any amendment to this contract shall only be binding if executed in writing by the parties through their duly authorized representatives.
- 37. No Assignment:** No party may assign or transfer this Contract or any right or obligation hereunder without the prior written consent of the other Parties.
- 38. Entire Contract:** This contract, together with the Annexure A and B, constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Contract applies or refers.
- 39. Expenses:** All expenses incurred by the Parties in relation to the negotiation, drafting, execution and performance of this Contract shall be borne by the incurring Party.
- 40. Conflict of interest:** That neither the CONTRACTOR nor any of the personnel/employees has any relation with any of the Board members, Chief Executive officer and any other staff working in PPIF which conflicts or could conflict with any of their obligations in relation to this Contract.
- 41. Indemnity:**
- a. CONTRACTOR agree to indemnify, defend and hold harmless PPIF, its officers, agents and employees from any or all actions, claims, proceedings made by third parties against PPIF with respect to any liability, loss, cost and/or expenses caused or arising from any act or omission of CONTRACTOR either in breach of this contract or for negligence.
 - b. To the fullest extent permitted by applicable law and regulations, PPIF shall indemnify, defend and hold harmless CONTRACTOR, the other CONTRACTOR Entities and all CONTRACTOR Persons (collectively, "Indemnities"), from and against all claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any affiliate of PPIF, and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable outside attorneys' fees and the allocable costs of in-house counsel) suffered or incurred in connection therewith, related to or arising out of (i) the disclosure of any report or any portion, abstract or summary thereof or (ii) the use or reliance (where there is not a specific agreement by CONTRACTOR to allow reliance) on any Report or any portion, abstract or summary thereof, in each case by any person or entity that obtains access to it, directly or indirectly, from, through or at the request of PPIF, except as finally determined to have resulted solely from CONTRACTOR's fraud or willful misconduct.
- 42. Waiver:** No waiver by either Party of any default or defaults by the other Party in the performance of any of the provision of this Contract:
- a. shall operate or be construed as a waiver of any other or further default whether of a like or different character; or
 - b. shall be effective unless in writing duly executed by a duly authorized representative of such Party.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Contract has been entered into at the place and on the date

aforementioned.

For and on behalf of
PPIF

For and on behalf of
Company

Name:.....

Name:

Designation:

Designation:

WITNESSES:

1. _____

2. _____

Name:

Name:

CNIC:

CNIC:

ANTI MONEY LAUNDRING AND COMBATING THE FINANCING OF TERRORISM

Party B do hereby solemnly affirm, declare and undertake on oath as under:

- i. That neither is the Party B nor any of its employees or officers are engaged in any activity that amounts to breach of security or any activity inconsistent with Pakistan's national interests, or contrary to Government Policy.
- ii. That the Party B is not involved in or part of any political activities.
- iii. That the Party B is not involved in any money laundering, terrorist financing, weapon smuggling, anti-state activities or has or maintains links with proscribed individuals or organizations.
- iv. That the Party B has not and will not use or attempt to use the funds or payments made by Party A to the Party B pursuant to the Contract in any money laundering, terrorist financing, weapon smuggling, anti-state activities or for maintaining links with proscribed individuals or organizations.
- v. That in case of breach or default by the Party of the statements, undertakings and declarations made herein, the Party B shall be fully liable for its breach and/or default to Party A.
- vi. In case of such violation or misdeclaration, the Party A shall also have the absolute right to forthwith terminate the Contract and in case of such termination the Party B shall have no claim or action whatsoever against the Party A.
- vii. In compliance of their obligations under this Clause, Party shall fully comply with function in accordance with the Anti-Money Laundering and other related and applicable Laws in force at the time.